

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

THAT ONE VIDEO  
ENTERTAINMENT, LLC, a California  
limited liability company,

Plaintiff,

v.

KOIL CONTENT CREATION PTY  
LTD., an Australian proprietary  
limited company doing business as  
NOPIXEL; MITCHELL CLOUT, an  
individual; and DOES 1-25,  
inclusive,

Defendants.

Case No.

**STIPULATED PROTECTIVE  
ORDER**

Plaintiff That One Video Entertainment, LLC (“Plaintiff”), on the one hand,  
and defendants Koil Content Creations Pty. Ltd., and Mitchell Clout (collectively,  
“Defendants”), on the other hand, agree that, pursuant to Rule 26(c) of the Federal  
Rules of Civil Procedure, this Protective Order is needed to prevent the unnecessary  
disclosure or dissemination of confidential, proprietary or trade secret information.

IT IS HEREBY STIPULATED AND AGREED by and between the parties,  
through their undersigned counsel, as follows:

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential,  
proprietary, or private information for which special protection from public

1 disclosure and from use for any purpose other than prosecuting this litigation may  
2 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
3 enter the following Stipulated Protective Order. The parties acknowledge that this  
4 Order does not confer blanket protections on all disclosures or responses to  
5 discovery and that the protection it affords from public disclosure and use extends  
6 only to the limited information or items that are entitled to confidential treatment  
7 under the applicable legal principles. The parties further acknowledge, as set forth  
8 in Section 13(c), below, that this Stipulated Protective Order does not entitle them  
9 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
10 procedures that must be followed and the standards that will be applied when a  
11 party seeks permission from the court to file material under seal.

## 12 2. GOOD CAUSE STATEMENT

13 This action is likely to involve commercial, financial, proprietary, creative,  
14 and developmental content, and other confidential and/or proprietary information  
15 for which special protection from public disclosure and from use for any purpose  
16 other than prosecution of this action is warranted. Such confidential and proprietary  
17 materials and information consist of, among other things, confidential business or  
18 financial information, information regarding confidential business practices, or  
19 other confidential research, development, or commercial information (including  
20 information implicating rights of third parties), information otherwise generally  
21 unavailable to the public, or which may be privileged or otherwise protected from  
22 disclosure under state or federal statutes, court rules, case decisions, or common  
23 law. Accordingly, to expedite the flow of information, to facilitate the prompt  
24 resolution of disputes over confidentiality of discovery materials, to adequately  
25 protect information the parties are entitled to keep confidential, to ensure that the  
26 parties are permitted reasonable necessary uses of such material in preparation for  
27 and in the conduct of trial, to address their handling at the end of the litigation, and  
28 serve the ends of justice, a protective order for such information is justified in this

1 matter. It is the intent of the parties that information will not be designated as  
 2 confidential for tactical reasons and that nothing be so designated without a good  
 3 faith belief that it has been maintained in a confidential, non-public manner, and  
 4 there is good cause why it should not be part of the public record of this case.

### 5 3. DEFINITIONS

6 3.1 Action: *That One Video Entertainment, LLC v. Koil Content Creation*  
 7 *Pty Ltd., et al*, Case No. 2:23-cv-02687 SVW (JCx).

8 3.2 Challenging Party: a Party or Non-Party that challenges the designation  
 9 of information or items under this Order.

10 3.3 “CONFIDENTIAL” Information or Items: information (regardless of  
 11 how it is generated, stored or maintained) or tangible things that qualify for  
 12 protection under Federal Rule of Civil Procedure 26(c), and as specified above  
 13 in the Good Cause Statement.

14 3.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
 15 Information or Items: extremely sensitive “CONFIDENTIAL” Information or  
 16 Items, the disclosure of which to another Party or Non-Party would create a  
 17 substantial risk of serious harm that could not be avoided by less restrictive means.

18 3.5 Counsel: Outside Counsel of Record and House Counsel (as well as  
 19 their support staff).

20 3.6 Designating Party: a Party or Non-Party that designates information or  
 21 items that it produces in disclosures or in responses to discovery as  
 22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
 23 ONLY.”

24 3.7 Disclosure or Discovery Material: all items or information, regardless  
 25 of the medium or manner in which it is generated, stored, or maintained (including,  
 26 among other things, testimony, transcripts, and tangible things), that are produced  
 27 or generated in disclosures or responses to discovery in this matter.  
 28

1           3.8    Expert: a person with specialized knowledge or experience in a matter  
2   pertinent to the litigation who has been retained by a Party or its counsel to serve as  
3   an expert witness or as a consultant in this Action.

4           3.9    House Counsel: attorneys who are employees of a party to this Action.  
5   House Counsel does not include Outside Counsel of Record or any other outside  
6   counsel.

7           3.10   Non-Party: any natural person, partnership, corporation, association, or  
8   other legal entity not named as a Party to this action.

9           3.11   Outside Counsel of Record: attorneys who are not employees of a party  
10   to this Action but are retained to represent or advise a party to this Action and have  
11   appeared in this Action on behalf of that party or are affiliated with a law firm  
12   which has appeared on behalf of that party, and includes support staff.

13          3.12   Party: any party to this Action, including all of its officers, directors,  
14   employees, consultants, retained experts, and Outside Counsel of Record (and their  
15   support staffs).

16          3.13   Producing Party: a Party or Non-Party that produces Disclosure or  
17   Discovery Material in this Action.

18          3.14   Professional Vendors: persons or entities that provide litigation  
19   support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20   demonstrations, and organizing, storing, or retrieving data in any form or medium)  
21   and their employees and subcontractors.

3.15 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

3.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

#### 4. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

#### 5. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

#### 6. DESIGNATING PROTECTED MATERIAL

6.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written

1 communications that qualify so that other portions of the material, documents,  
2 items, or communications for which protection is not warranted are not swept  
3 unjustifiably within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations  
5 that are shown to be clearly unjustified or that have been made for an improper  
6 purpose (e.g., to unnecessarily encumber the case development process or to impose  
7 unnecessary expenses and burdens on other parties) may expose the Designating  
8 Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that it  
10 designated for protection do not qualify for protection, that Designating Party must  
11 promptly notify all other Parties that it is withdrawing the inapplicable designation.

12 6.2 Manner and Timing of Designations. Except as otherwise provided in  
13 this Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise  
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
15 under this Order must be clearly so designated before the material is disclosed or  
16 produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic  
19 documents, but excluding transcripts of depositions or other pretrial or trial  
20 proceedings), that the Producing Party affix at a minimum, the legend  
21 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
22 ONLY" to each page that contains protected material. If only a portion or portions  
23 of the material on a page qualifies for protection, the Producing Party also must  
24 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
25 margins).

26 A Party or Non-Party that makes original documents available for inspection  
27 need not designate them for protection until after the inspecting Party has indicated  
28 which documents it would like copied and produced. During the inspection and

1 before the designation, all of the material made available for inspection shall be  
 2 deemed “CONFIDENTIAL” (or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
 3 EYES ONLY” where needed). After the inspecting Party has identified the  
 4 documents it wants copied and produced, the Producing Party must determine  
 5 which documents, or portions thereof, qualify for protection under this Order. Then,  
 6 before reproducing the specified documents, the Producing Party must affix the  
 7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
 8 ONLY” legend to each page that contains Protected Material. If only a portion or  
 9 portions of the material on a page qualifies for protection, the Producing Party also  
 10 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
 11 in the margins).

12 (b) for testimony given in depositions that the Designating Party  
 13 identify the Disclosure or Discovery Material on the record, before the close of the  
 14 deposition all protected testimony, or by writing within seven (7) days of the  
 15 deposition.

16 (c) for information produced in some form other than  
 17 documentary and for any other tangible items, that the Producing Party affix in a  
 18 prominent place on the exterior of the container or containers in which the  
 19 information is stored the legend “CONFIDENTIAL” or “HIGHLY  
 20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of  
 21 the information warrants protection, the Producing Party, to the extent practicable,  
 22 shall identify the protected portion(s).

23 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
 24 failure to designate qualified information or items does not, standing alone, waive  
 25 the Designating Party’s right to secure protection under this Order for such material.  
 26 Upon timely correction of a designation, the Receiving Party must make reasonable  
 27  
 28

1 efforts to assure that the material is treated in accordance with the provisions of this  
2 Order.

3 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 7.1 Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court's  
6 Scheduling Order.

7 7.2 Meet and Confer. The Challenging Party shall initiate the dispute  
8 resolution process under Local Rule 37.1 et seq.

9 7.3 The burden of persuasion in any such challenge proceeding shall be on  
10 the Designating Party. Frivolous challenges, and those made for an improper  
11 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
12 parties) may expose the Challenging Party to sanctions. Unless the Designating  
13 Party has waived or withdrawn the confidentiality designation, all parties shall  
14 continue to afford the material in question the level of protection to which it is  
15 entitled under the Producing Party's designation until the Court rules on the  
16 challenge.

17 8. ACCESS TO AND USE OF PROTECTED MATERIAL

18 8.1 Basic Principles. A Receiving Party may use Protected Material that is  
19 disclosed or produced by another Party or by a Non-Party in connection with this  
20 Action only for prosecuting, defending, or attempting to settle this Action. Such  
21 Protected Material may be disclosed only to the categories of persons and under the  
22 conditions described in this Order. When the Action has been terminated, a  
23 Receiving Party must comply with the provisions of Section 14 below.

24 Protected Material must be stored and maintained by a Receiving Party at a  
25 location and in a secure manner that ensures that access is limited to the persons  
26 authorized under this Order.

27 8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
28 otherwise ordered by the court or permitted in writing by the Designating Party, a



1 Receiving Party may disclose any information or item designated

2 “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
4 well as employees of said Outside Counsel of Record to whom it is reasonably  
5 necessary to disclose the information for this Action;

6 (b) the officers, directors, and employees (including House Counsel) of the  
7 Receiving Party to whom disclosure is reasonably necessary for this Action;

8 (c) Experts (as defined in this Order) of the Receiving Party to whom  
9 disclosure is reasonably necessary for this Action and who have signed the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

13 (f) professional jury or trial consultants, mock jurors, and Professional  
14 Vendors to whom disclosure is reasonably necessary for this Action and who have  
15 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (g) the author or recipient of a document containing the information or a  
17 custodian or other person who otherwise possessed or knew the information;

18 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
19 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
20 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”  
21 (Exhibit A); and (2) they will not be permitted to keep any confidential information  
22 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
23 unless otherwise agreed by the Designating Party or ordered by the court. Pages of  
24 transcribed deposition testimony or exhibits to depositions that reveal Protected  
25 Material may be separately bound by the court reporter and may not be disclosed to  
26 anyone except as permitted under this Stipulated Protective Order; and

27 (i) any mediator or settlement officer, and their supporting personnel,  
28 mutually agreed upon by any of the parties engaged in settlement discussions.

1           8.3    Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
 2 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
 3 writing by the Designating Party, any information or item designated “HIGHLY  
 4 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” may not be reviewed by the  
 5 Receiving Party, and may be reviewed only by:

6                   (a)    the Receiving Party’s Outside Counsel of Record in this Action,  
 7 as well as employees of said Outside Counsel of Record to whom it is reasonably  
 8 necessary to disclose the information for this Action;

9                   (b)    House Counsel of the Receiving Party;

10                  (c)    Experts (as defined in this Order) of the Receiving Party to  
 11 whom disclosure is reasonably necessary for this Action and who have signed the  
 12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13                  (d)    the court and its personnel;

14                  (e)    private court reporters and their staff to whom disclosure is  
 15 reasonably necessary for this Action and who have signed the “Acknowledgment  
 16 and Agreement to Be Bound” (Exhibit A);

17                  (f)    the author or recipient of a document containing the information  
 18 or a custodian or other person who otherwise possessed or knew the information;  
 19 and

20                  (g)    any mediator or settlement officer, and their supporting  
 21 personnel, mutually agreed upon by any of the parties engaged in settlement  
 22 discussions.

## 23    9.    PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED 24 IN OTHER LITIGATION

25           If a Party is served with a subpoena or a court order issued in other  
 26 litigation that compels disclosure of any information or items designated in this  
 27 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
 28 EYES ONLY,” that Party must:

1 (a) promptly notify in writing the Designating Party. Such  
2 notification shall include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena  
4 or order to issue in the other litigation that some or all of the material covered by the  
5 subpoena or order is subject to this Protective Order. Such notification shall include  
6 a copy of this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to  
8 be pursued by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with  
10 the subpoena or court order shall not produce any information designated in this  
11 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
12 EYES ONLY” before a determination by the court from which the subpoena or order  
13 issued, unless the Party has obtained the Designating Party’s permission.  
14 The Designating Party shall bear the burden and expense of seeking protection in  
15 that court of its confidential material and nothing in these provisions should be  
16 construed as authorizing or encouraging a Receiving Party in this Action to disobey  
17 a lawful directive from another court.

18 10. NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
19 PRODUCED IN THIS LITIGATION

20 (a) The terms of this Order are applicable to information produced by a  
21 Non-Party in this Action and designated as “CONFIDENTIAL” Or “HIGHLY  
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
23 Non-Parties in connection with this litigation is protected by the remedies and relief  
24 provided by this Order. Nothing in these provisions should be construed as  
25 prohibiting a Non-Party from seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery request, to  
27 produce a Non-Party’s confidential information in its possession, and the Party is  
28 subject to an agreement with the Non-Party not to produce the Non-Party’s

1 confidential information, then the Party shall:

2 (1) promptly notify in writing the Requesting Party and the Non-  
3 Party that some or all of the information requested is subject to a confidentiality  
4 agreement with a Non-Party;

5 (2) promptly provide the Non-Party with a copy of the Stipulated  
6 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
7 specific description of the information requested; and

8 (3) make the information requested available for inspection by the  
9 Non-Party, if requested.

10 (c) If the Non-Party fails to seek a protective order from this court within  
11 14 days of receiving the notice and accompanying information, the Receiving Party  
12 may produce the Non-Party's confidential information responsive to the discovery  
13 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
14 not produce any information in its possession or control that is subject to the  
15 confidentiality agreement with the Non-Party before a determination by the court.  
16 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
17 of seeking protection in this court of its Protected Material.

## 18 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
20 Protected Material to any person or in any circumstance not authorized under this  
21 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
22 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
23 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
24 or persons to whom unauthorized disclosures were made of all the terms of this  
25 Order, and (d) request such person or persons to execute the "Acknowledgment and  
26 Agreement to Be Bound" that is attached hereto as Exhibit A.  
27  
28

12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

13. MISCELLANEOUS

(a) Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

(b) Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

(c) Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

1 14. FINAL DISPOSITION

2 After the final disposition of this Action, as defined in Section 5, within 60  
3 days of a written request by the Designating Party, each Receiving Party must  
4 return all Protected Material to the Producing Party or destroy such material.

5 As used in this subdivision, “all Protected Material” includes all copies, abstracts,  
6 compilations, summaries, and any other format reproducing or capturing any of the  
7 Protected Material. Whether the Protected Material is returned or destroyed, the  
8 Receiving Party must submit a written certification to the Producing Party (and, if  
9 not the same person or entity, to the Designating Party) by the 60 day deadline that  
10 (1) identifies (by category, where appropriate) all the Protected Material that was  
11 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
12 copies, abstracts, compilations, summaries or any other format reproducing or  
13 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
14 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
15 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
16 and trial exhibits, expert reports, attorney work product, and consultant and expert  
17 work product, even if such materials contain Protected Material. Any such archival  
18 copies that contain or constitute Protected Material remain subject to this Protective  
19 Order as set forth in Section 5.

20 15. ANY VIOLATION OF THIS ORDER MAY BE PUNISHED BY ANY  
21 AND ALL APPROPRIATE MEASURES INCLUDING, WITHOUT  
22 LIMITATION, CONTEMPT PROCEEDINGS AND/OR MONETARY  
23 SANCTIONS.

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2  
3 Date: April 15, 2024

ALTVIEW LAW GROUP LLP

4  
5 By: /s/ John Begakis

John Begakis

6 Attorney for Plaintiff That One Video  
7 Entertainment, LLC.

8 Date: April 15, 2024

Morrison Cooper

9  
10 By: /s/ Larry Zerner

Larry Zerner

11 Attorney for Defendants Koil Content  
12 Creation Pty. Ltd. and Mitchell Clout  
13

14 Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other  
15 signatories listed, and on whose behalf this filing is submitted, concur in the filing's  
16 content and have authorized the filing.  
17

18  
19 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**  
20

21 DATED:

22 \_\_\_\_\_  
23 Honorable Stephen V. Wilson  
24 United States District Judge  
25  
26  
27  
28

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ acknowledge and declare that I have received a copy of the Protective Order (“Order”) in *That One Video Entertainment, LLC v. Koil Content Creation Pty Ltd., et al*, Case No. 2:23-cv-02687 SVW (JCx). Having read and understood the terms of the Order, I agree to be bound by the terms of the Order and consent to the jurisdiction of said Court for the purpose of any proceeding to enforce the terms of the Order.

Name of individual: \_\_\_\_\_

Present occupation/job description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Company or Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Signature]